

Exhibit A

Indication of Interest

STRICTLY CONFIDENTIAL

VIA EMAIL

September 26, 2013

Mr. Greg Phillips
c/o Broadhaven Capital Partners
180 N. LaSalle Street
Suite 1822
Chicago, IL 60601
Email: greg.phillips@broadhaven.com

Dear Greg:

CoreOne Technologies Holdings LLC ("CoreOne") is pleased to present for your consideration the following non-binding indication of interest (the "Proposal") to acquire Mantara, Inc. ("Mantara" or the "Business"). We are interested in pursuing this transaction on an expedited basis that would enable you to realize an attractive price in a process that will attempt to minimize the distraction to the Business. Our team is excited to work with you to consummate a transaction under the terms set forth below.

CoreOne Background and the Basis for Our Interest in the Company

CoreOne is a New York based software and information services company with a global footprint of approximately 300 employees. CoreOne is owned by management and Palo Alto, California-based private equity firm Symphony Technology Group with over \$2 billion under management that is focused on investing in the software, data and technology-enabled services sectors. What sets us apart from other providers is our combination of significant financial industry knowledge, deep operational expertise in lifting out industry platforms and our large off shore center allows us to scale and react to opportunities quickly. We work closely with the management teams of our lift out clients/partner companies to identify ways to build value creation from platforms that have grown inside their firms. Our expertise has led to an exceptional track record from both a returns perspective and an operational improvements perspective. We believe that Mantara would be an outstanding add-on acquisition for our company.

Given our knowledge of technology-enabled solutions and our market leading position in data delivery technology and services, we are confident we can move quickly and with certainty to closing a transaction on the terms set forth in this letter. We are also confident that we can provide you with significant value and a secure future for your team, the customers, and management. We are excited about Mantara and committed to this transaction.

CoreOne has recently entered the regulatory technology market with the acquisition of Thomson Transaction Analytics (TTA) from Thomson Reuters. TTA is a cloud based service providing best execution analytics and regulatory reporting for approximately 250 US broker dealers. We are planning to extend the asset class capabilities beyond equities and options as well as extend into multi-region coverage. We believe Mantara's product portfolio represents significant incremental value as an active risk monitoring and decision support technology and compliments our reporting and analytics capabilities. With the recent barrage of new regulations aimed at operational risk and controls we believe a continuous stream of offerings is achievable from the combination of TTA and Mantara. We also believe this combination will help re-position Mantara's products into one of the few segments where technology budgets are growing.

Proposal

1. **Total Proposed Purchase Price:** CoreOne proposes to acquire the Mantara business, free and clear of all debts, liabilities, liens, options or encumbrances for \$1,500,000 of cash, to be paid at closing. The purchase price will be subject to adjustment based on working capital at closing as compared to a targeted working capital level to be agreed upon.
2. **Acquiring Entity & Structure:** CoreOne would acquire the Mantara Business through an asset purchase agreement. CoreOne would agree to purchase or acquire from Mantara, and Mantara would agree to sell, transfer, convey, and deliver to CoreOne, all right, title, and interest of Mantara in and to (a) all of the specified developed software, together with all rights in relevant intellectual property associated with such developed software, (b) a to be agreed list of hardware assets and software licenses, (c) a to be agreed listing of employment arrangements, and (d) a to be agreed listing of contracts, including certain non-solicitation, confidentiality and assignment of invention.
3. **Exclusivity.** In order to induce CoreOne to continue to pursue the Proposal and to incur the costs and expenses necessary to evaluate and complete the transaction, from the date hereof until 11:59 Eastern Standard Time on **October 31, 2013** (the "Exclusivity Period"), Mantara agrees that it will not, and it will cause the directors, officers, employees, consultants, accountants, legal counsel, investment bankers, agents, affiliates and any other person acting on behalf ("Representatives") of it and its subsidiaries not to, directly or indirectly, other than with CoreOne and its Representatives (a) solicit, seek, encourage, induce, assist or accept any offer, inquiry or proposal for, or entertain any offer, inquiry or proposal to enter into, any transaction involving (i) a sale or other transfer of all or a substantial portion of the assets of the Business (whether by means of asset sale, share sale, merger or otherwise), or (ii) any other transaction comparable or similar to the transaction contemplated hereby (any of the foregoing, an "Alternative Transaction"), (b) enter into, continue or otherwise participate in any discussions or

negotiations with, furnish any non-public information relating to the Business or afford access to the business, properties, assets, books or records of the Business to, otherwise cooperate in any way with, or knowingly assist, participate in, facilitate or encourage any effort by, any person or entity that is seeking to make or has made a proposal with respect to an Alternative Transaction, or (c) enter into any definitive agreement, agreement in principle, letter of intent, term sheet or other similar instrument relating to an Alternative Transaction.

4. **Timing/Process:** Because of our familiarity with your business and work completed to date, we believe that we are uniquely suited to move quickly to complete the transaction. We believe that we can complete our remaining business, legal and accounting due diligence in an expedited manner to sign definitive agreements by September 30, 2013.
5. **Confidentiality:** The existence and contents of this letter, and all other documents or information previously exchanged or which will be exchanged as part of the due diligence process, the terms of the transaction contemplated hereunder and all discussions between us relating to the subject matter hereof, are to be considered Information under the Mutual Non-Disclosure Agreement between us (the "NDA"). Neither CoreOne nor Mantara shall make any public announcement concerning this letter, their discussions or any other information relating to the Proposal except as may be required by law, judicial process or exchange regulation or request, and in such case the disclosing party will use all reasonable efforts to give the other party advance notice thereof and an opportunity to comment upon or contest such disclosure at its own expense. Under no circumstances will either party (or its respective Representatives) discuss or disclose the existence or terms of this letter (or that the parties are holding discussions) with or to any third party other than (i) such legal, accounting and financial advisors of such party who have a need to know such information solely for purposes of assisting such party in regard to the Proposal and (ii) to regulatory authorities having jurisdiction over such party. In the event of a conflict between any provisions of the NDA and this Section 5, then the applicable provisions of this Section 5 shall prevail.
6. **Conditions:** The transaction would be subject to, among other things (i) negotiation, execution and delivery of mutually agreeable definitive agreements and the satisfaction or waiver of the conditions contained therein and (ii) receipt of all necessary internal, governmental and third-party approvals required consummating the transaction.
7. **Miscellaneous:** This letter shall be governed by the laws of the State of New York without regard to the conflicts of law provisions thereof. This letter may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument. CoreOne and Mantara each agrees that irreparable damage would occur to the other party in the event that any of the binding provisions of this letter were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that a party hereto shall be entitled to seek an injunction or injunctions to prevent breaches of those provisions and to enforce specifically the terms and provisions of those paragraphs in any court of the United States or any state having jurisdiction, this being in addition to any other remedy to which they are entitled at law or in equity.

- 8. Non-binding:** Except for the provisions set forth in paragraphs 3,5,7,9 and 10 (the "Binding Provisions"), which are intended to be binding upon the parties to this letter agreement, this Proposal is not legally binding and is subject to, among other things, the negotiation of the terms of a definitive asset purchase agreement (and the associated exhibits, annexes and schedules) and completion of our due diligence process to CoreOne's satisfaction. Until such definitive asset purchase agreement and the associated binding ancillary agreements and other documents are executed and entered into, each party shall have the absolute right to terminate, discontinue, abandon or otherwise fail to continue, for any reason, all discussions without any liability, subject to the Binding Provisions. In addition, this letter is confidential and each party reserves the right to terminate this negotiation in the event its identity or the existence or terms of this Proposal is disclosed to another party.
- 9. Expenses:** Except as otherwise specified herein, each of the undersigned will pay its own fees and expenses (including the fees and expenses of legal counsel, investment bankers, brokers or other representatives or consultants) incurred in connection with negotiating the Proposal.
- 10. General:** This Proposal letter may not be assigned by operation of law or otherwise without the express written consent of CoreOne. This Proposal letter constitutes the entire agreement of Mantara and CoreOne with respect to the subject matter hereof and supersedes all other prior agreements and undertakings, both written and oral, between Mantara and CoreOne with respect to the subject matter hereof. This Proposal letter may not be amended or modified except (a) by an instrument in writing signed by, or on behalf of, Mantara and CoreOne. This Proposal letter may be executed and delivered (including by facsimile transmission) in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement. This Proposal letter shall be governed by, and construed in accordance with, the laws of the State of New York applicable to contracts executed in and to be performed in that State. Each of the parties hereto hereby waives to the fullest extent permitted by applicable law any right it may have to a trial by jury with respect to any litigation directly or indirectly arising out of, under or in connection with this Proposal letter or the transactions contemplated by this Proposal letter. 14. Contact Information: Questions concerning the Proposal should be addressed to Evan Lorch (contact information below), CFO.

We look forward to furthering our discussions and eagerly anticipate hearing how we can proceed expeditiously.

Sincerely,

CoreOne Technologies Holdings LLC

Evan Lorch

By: 

Name: Evan Lorch
Title: CFO

ACCEPTED AND AGREED AS OF September __, 2013

Mantara, Inc.

By: _____

Name:
Title:

CC:
Rob Flatley
CEO
CoreOne Technologies Holdings LLC
212-250-1943
Rob.flatley@coreonetechnologies.com

Marc Bala
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Symphony Technology Group
650-935-9413
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